

REMARKS

By this Amendment, claims 1, 63 and 68 have been amended in order to expedite prosecution and Applicant does not, by this amendment, intend to abandon subject matter of the claims as originally filed or later presented. Moreover, Applicant reserves the right to pursue such subject matter in a continuing application. Claims 1 and 57-75 are pending in this patent application. Reconsideration of the rejections in view of the remarks below is requested.

Claims 1 and 57-75 were rejected under 35 U.S.C. §112, first paragraph as failing to comply with the written description requirement. In particular, it was alleged that the claims contain subject-matter, namely the aspect “the financial assurance not being a payment request or a payment authorization of the transaction itself”, which was not described in the specification in such a way as to reasonably convey to one skilled in the art that the inventors, at the time the application was filed, had possession of the claimed invention. Applicant respectfully traverses.

Applicant has amended the applicable claim language to recite “the transactional financial assurance being other than any payment request or payment authorization of the transaction itself”. This language is merely intended to clarify what should be self-evident from the phrase “transactional financial assurance”, namely that an assurance is other than a payment request of the transaction and that an assurance is other than a payment authorization of the transaction. An assurance is generally understood to be a promise or pledge or guaranty or surety. Clearly, a payment request is none of these. Similarly, a payment authorization is none of these as payment is merely the completion of a promise to pay, not a promise regarding payment itself. In relying on Williams, the Examiner appears to have been construing the term “transactional financial assurance” as encompassing a payment request or a payment authorization which Applicant submits is not reasonable from the plain English understanding of those words. The clarification was merely intended to dispel such a strained interpretation.

Applicant submits that the applicable claim language is clearly supported and described by the specification. For example, referring to Figure 3 and page 45, line 6 to page 46, line 3, Applicant submits that it is clear that the transactional financial assurance, e.g., the secondary certificate 118 shown in Figure 3, is other than a payment request or payment

authorization of the transaction, e.g., transaction 112 shown in Figure 3. The transactional financial assurance is simply an orthogonal matter to the workings (e.g., payment request, payment authorization, etc.) of the transaction itself.

Accordingly, Applicant submits that claims 1 and 57-75 are patentable under 35 U.S.C. §112, first paragraph and requests that the rejection be withdrawn.

Claims 1, 57-61 and 63-75 stand rejected under 35 U.S.C. §103(a) as being obvious in view of United States patent no. 5,815,657 to Williams et al. ("Williams") further in view of United States patent no. 4,823,264 to Deming. The rejection is respectfully traversed.

Williams

Williams discloses an electronic transaction system wherein a consumer can graphically select a payment method of their choice and once selected, a summary of the goods for purchase are presented to the consumer. The consumer then enters an electronic approval for the transaction or cancels the transaction.

In stark contrast, claim 1 generally recites a method comprising processing a request for transactional financial assurance of a subscriber transaction to determine whether to provide the requested transactional financial assurance to a relying party, the determination based on at least a subscriber assurance of an attribute of a subscriber to the system, the subscriber assurance issued by a certification authority.

As an example embodiment disclosed in the application, a certification authority may issue a primary certificate (e.g., subscriber assurance of an attribute) to a subscriber and forward, from the certification authority to a reliance server, assurance parameters about the issued primary certificate. The subscriber forms a transaction and then provides the transaction to a relying party, the transaction including the primary certificate issued by the certification authority or an identification of that certificate. The relying party evaluates the transaction sent by the subscriber and determines whether some assurance (e.g., transaction financial assurance) on, for example, the authenticity of the primary certificate is needed in order to "safely" proceed with the transaction. If the relying party determines that assurance is needed, it sends to the reliance server a request for a specific amount of assurance based on the transaction received from the subscriber. Then the reliance server determines whether or not to provide the requested assurance. The reliance server bases its determination on the assurance parameters about the issued primary certificate received from the certification

authority. Based on its determination, the reliance server issues to the relying party a secondary certificate providing the assurance to the relying party. See, e.g., page 10, line 21 to page 11, line 20.

Accordingly, Applicant respectfully submits that the cited portions of Williams clearly fail to render obvious a method of managing reliance in an electronic transaction system as recited in claim 1 at least for the reasons as discussed below.

Williams fails to render obvious “obtaining electronic signals representing a request for transactional financial assurance based on a transaction involving a subscriber, the transactional financial assurance being other than any payment request or payment authorization of the transaction itself” as recited in claim 1

The Office Action asserts that “the Payment Manager [of Williams] receives the request for transactional assurance (i.e., authorization to pay or payment) from the merchant.” However, the cited portions of Williams merely disclose a Payment Manager that acts as a conduit to direct, to the customer, a merchant’s request for payment by the consumer and to handle the payment from the consumer to the merchant. There is simply no indication that the merchant makes any type of request to the Payment Manager for financial assurance as claimed regarding a transaction with the consumer. A request for payment is not a request for a financial assurance regarding the transaction as claimed; rather, it is simply a request for a constituent component of the transaction.

Similarly, there is no indication that the consumer makes any type of request to the Payment Manager for financial assurance as claimed regarding a transaction with the merchant. The Payment Manager simply manages the mechanics of a request for payment by a merchant and the payment by the consumer, the consumer and merchant assuming the risks regarding the transaction with each other, and is simply not configured to accept a request for financial assurance as claimed regarding a transaction.

Williams notes that the “payment manager 430...receives payment instruments, certificates and private keys from the wallet manager 422”. Respectfully, none of those are a request for anything. For example, a certificate generally may be an embodiment of subscriber assurance of an attribute of a subscriber.

Further, as discussed above, the merchant in Williams makes a request for payment by the consumer and the consumer can (or cannot) authorize the payment. However, these are

merely the inherent components of the transaction. Claim 1 recites a request for transactional financial assurance based on the transaction, the transactional financial assurance being other than a payment request or payment authorization of the transaction itself. Moreover, the request for payment by the merchant and the authorization of payment by the consumer in Williams do not provide any form of financial assurance of the transaction. Each of the merchant and the consumer in Williams surely realize that the other may be fraudulent, insolvent, etc. Thus, the system in Williams does not provide financial assurance regarding the transaction; it merely forwards the payment request from the merchant to the consumer and facilitates the consumer's payment. If the consumer has no money, clearly the consumer's authorization of the payment assures nothing. Similarly, if the merchant has no goods, the request for payment assures nothing.

Williams fails to render obvious "determining whether to provide the requested transactional financial assurance based on at least the subscriber assurance" as recited in claim 1

While the cited portions of Williams disclose that the Payment Manager receives and sends consumer and merchant certificates, they do not disclose that the Payment Manager makes any decision based on any of those certificates, let alone whether to provide transactional financial assurance. As noted above, payment authorization in the transaction between the consumer and the merchant is not the financial assurance as claimed.

Williams fails to render obvious "issuing electronic signals representing transactional financial assurance to a relying party" as recited in claim 1

The Payment Manager in Williams is merely an intermediary to facilitate the transaction between the merchant and consumer and does not facilitate issuance of any type of financial assurance as claimed regarding that transaction. Further, the Payment Window of Figure 34 of Williams does not involve issuing signals representing transactional financial assurance to a relying party. The Payment Window is merely a vehicle for the consumer to issue payment to the merchant. It does not provide any financial assurance to the consumer that, for example, goods will be received, that the merchant is in good standing, etc. The payment authorization (or payment request) of the transaction between the merchant and consumer in Williams is not the financial assurance, and thus not the request for financial

assurance, as claimed.

Deming

Applicant respectfully submits that the cited portions of Deming fail to overcome the deficiencies of Williams.

Deming merely discloses an electronic funds transfer system that sends both the debit side and the credit side of the transaction as described in automated clearing house records to a payor's financial institution or data processor which compares both records to assure the funds are present before releasing the funds to a payee.

First, the cited portions of Deming fail to provide any disclosure regarding "obtaining electronic signals representing a request for transactional financial assurance based on a transaction involving a subscriber, the transactional financial assurance being other than any payment request or payment authorization of the transaction itself" as recited in claim 1. The cited portions of Deming simply fail to disclose a request for transactional financial assurance as claimed. Rather, like Williams, Deming merely facilitates the payment authorization of the transaction ("The payor's financial institution or date processor now compares the debit side of the transaction with the credit side of the transaction... If there are good funds the EFT transaction will be released to the payee or payee's account code destination" Deming, col. 3, lines 48-55). Thus, rather than providing a transactional financial assurance based on the transaction, Deming merely facilitates the workings (e.g., payment authorization) of the transaction itself. As discussed earlier, an assurance is generally understood to be a promise or pledge or guaranty or surety. A payment authorization as disclosed in Deming is none of these as payment is merely the completion of a promise to pay, not a promise regarding payment itself.

Further, the cited portions of Deming fail to provide any disclosure regarding "determining whether to provide the requested transactional financial assurance based on at least the subscriber assurance; and, depending on the determining, issuing electronic signals representing transactional financial assurance to a relying party" as recited in claim 1. There is simply no disclosure regarding anything pertaining to subscriber assurance in Deming, let alone, like Williams, regarding making any decision based on subscriber assurance such as whether to provide transactional financial assurance. As noted above, payment authorization in a transaction between a payee and payor is not the financial assurance as claimed.

Claims 57-62 depend from claim 1 and are, therefore, patentable for at least the same reasons provided above related to claim 1, and for the additional features recited therein.

For similar reasons as provided above, Applicant respectfully submits that the cited portions of Williams and Deming fail to render obvious a computer program product, embodied in a computer-readable media, comprising instructions for causing a computer to effect a method of managing reliance in an electronic transaction system as recited in claim 63.

For example, Applicant submits that the cited portions of Williams and Deming fail to render obvious creating a reliance request message specifying at least one aspect of the transaction upon which a relying party intends to rely as recited in claim 63. Further, Applicant submits that the cited portions of Williams and Deming fail to render obvious causing electronic signals representing the reliance request message to be sent to a reliance server requesting a transactional financial assurance for the aspect of the transaction upon which the relying party intends to rely, the transactional financial assurance being other than any payment request or payment authorization of the transaction itself as recited in claim 63.

Claims 64-67 depend from claim 63 and are, therefore, patentable for at least the same reasons provided above related to claim 63, and for the additional features recited therein.

For similar reasons as provided above, Applicant respectfully submits that the cited portions of Williams and Deming fail to render obvious a computer program product, embodied in a computer-readable media, comprising instructions for causing a computer to effect a method of managing reliance in an electronic transaction system as recited in claim 68.

For example, Applicant submits that the cited portions of Williams and Deming fail to render obvious receiving electronic signals representing a reliance request message, the message specifying an aspect of a transaction with a subscriber upon which a relying party intends to rely and requesting assurance for the aspect of the transaction as recited in claim 68. Further, Applicant submits that the cited portions of Williams and Deming fail to render obvious determining whether to provide transactional financial assurance based on the reliance request message, the transactional financial assurance being other than any payment request or payment authorization of the transaction itself, and generating electronic signals representing an indication of whether transactional financial assurance is available as recited in claim 68.

Claims 69-75 depend from claim 68 and are, therefore, patentable for at least the same

reasons provided above related to claim 68, and for the additional features recited therein.

Because the cited portions of Williams and Deming fail to render obvious the claimed subject matter of claims 1, 57-61 and 63-75, Applicant respectfully requests that the rejection under 35 U.S.C. §103(a) of claims 1, 57-61 and 63-75 based on Williams and Deming be withdrawn and the claims be allowed.

All rejections having been addressed, it is respectfully submitted that the present application is in condition for allowance. If questions relating to patentability remain, the examiner is invited to contact the undersigned to discuss them.

Should any fees be due, please charge them to our deposit account no. 03-3975, under our order no. 061047/0268225. The Commissioner for Patents is also authorized to credit any over payments to the above-referenced deposit account.

Respectfully submitted,

PILLSBURY WINTHROP SHAW PITTMAN LLP

Jean-Paul Hoffman
Reg. No. 42,663
Tel. No. 703-770-7794
Fax No. 703-770-7901

P. O. Box 10500
McLean, VA 22102
(703) 770-7900